

# **EXHIBIT 3**

## Stephen Quezada

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**From:** Stephen Quezada  
**Sent:** Friday, August 13, 2021 1:13 PM  
**To:** Michael Moates  
**Subject:** RE: [EXTERNAL] [DSO] Michael Moates - BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460) - Notification of Academic Support Services Fall 2021  
**Attachments:** Confidential Release Agreement (Moates v. LSC) (Final 8.13.2021) 4840-2676-9398 v.1.pdf

Michael,

Please see the attached revised agreement.

To address your questions directly:

1. The withdrawal should say complete removal from transcript. I am not interested in being penalized under the 6 drop rule. In the alternative, I am willing to accept a grade of NR - Not Reported under the catalog so long as it is not computed in my gpa.

This is taken care of. I have made the change in the agreement to reflect "good cause." See Paragraph 5.

2. I want to be protected against any records or statements that have the ability to bring a negative light on me. Can literally be one line saying "LSC agrees not to criticize the student or release any information to any individual or organization regarding this dispute or settlement except as required by law or court order."

This is tough because LSC is an entity. I have inserted language that LSC shall not make disparaging remarks regarding Student via an Official Statement. An "Official Statement" is one that is in writing and approved and signed by the Chancellor and General Counsel. See Paragraph 13.

3. There needs to be some language that says I reserve the right to claim from the first agreement in the nutrition course... for example, if I bring a claim under the nutrition class I am allowed to use the facts of the college disability services letter. But I agree to dismiss all other claims. I do not believe this will be an issue since I am so close to finishing but I want to cover my bases.

No, per the agreement, we are releasing any and all claims from the date the agreement is signed.

4. Does the college admit this document is exempt from the Texas Public Information Act?

I am not making an admission, representation, or a conclusion about this. There are simply too many variables.

I also made a slight revision to Paragraph 6 to reflect that you have already withdrawn the TPIA requests.

**Stephen Quezada**

**Counsel**

Tel 713.986.7215 | Fax 713.730.5985 | squezada@grayreed.com  
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056

[grayreed.com](http://grayreed.com) | [Connect with me on LinkedIn](#)

**Board Certified - Labor & Employment Law**  
**Texas Board of Legal Specialization**



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**From:** Michael Moates <michaelsmoates@gmail.com>  
**Sent:** Friday, August 13, 2021 10:38 AM  
**To:** Stephen Quezada <squezada@grayreed.com>  
**Subject:** Re: [EXTERNAL] [DSO] Michael Moates - BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460) - Notification of Academic Support Services Fall 2021

Perfect!

Michael Moates, MA, QMHP-T, RBT, CPI  
Doctor of Education Student | Fielding Graduate University  
Senior Member, Civil Air Patrol, US Air Force Auxiliary  
State of Texas Commissioned Notary Public  
(817) 999-7534 | [mmoates@email.fielding.edu](mailto:mmoates@email.fielding.edu)

**LQ TQ Safe Zone**  
**ACADEMIC Freedom Advocate**

On Aug 13, 2021, at 10:33 AM, Stephen Quezada <[squezada@grayreed.com](mailto:squezada@grayreed.com)> wrote:

Thanks. I was just about to email you. LSC agrees to the withdrawal for cause provision that you noted. I will make that change in the agreement. Thanks.

**Stephen Quezada**  
**Counsel**  
Tel [713.986.7215](tel:713.986.7215) | Fax [713.730.5985](tel:713.730.5985) | [squezada@grayreed.com](mailto:squezada@grayreed.com)  
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056  
[grayreed.com](http://grayreed.com) | [Connect with me on LinkedIn](#)

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**From:** Michael <[michaelsmoates@gmail.com](mailto:michaelsmoates@gmail.com)>

**Sent:** Friday, August 13, 2021 10:31 AM

**To:** Stephen Quezada <[squezada@grayreed.com](mailto:squezada@grayreed.com)>

**Subject:** [EXTERNAL] Fwd: Fw: [DSO] Michael Moates - BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460) - Notification of Academic Support Services Fall 2021

Hey Stephen,

I just wanted to send this to you. Since you have requested all communication go through you. I don't expect to be returning due to our agreement but I thought it might be good for you to know so the college doesn't continue to work on this.

Michael

----- Forwarded message -----

**From:** **Michael Moates** <[MMOATES@my.lonestar.edu](mailto:MMOATES@my.lonestar.edu)>

**Date:** Fri, Aug 13, 2021 at 10:30 AM

**Subject:** Fw: [DSO] Michael Moates - BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460) - Notification of Academic Support Services Fall 2021

**To:** [michaelsmoates@gmail.com](mailto:michaelsmoates@gmail.com)<[michaelsmoates@gmail.com](mailto:michaelsmoates@gmail.com)>

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**From:** Thomas, Leslieann <[Leslieann.Thomas@lonestar.edu](mailto:Leslieann.Thomas@lonestar.edu)>

**Sent:** Thursday, August 12, 2021 4:29 PM

**To:** Michael Moates <[MMOATES@my.lonestar.edu](mailto:MMOATES@my.lonestar.edu)>

**Cc:** Dillon, Stephanie <[Stephanie.G.Dillon@lonestar.edu](mailto:Stephanie.G.Dillon@lonestar.edu)>; Williams, Carolyn <[Carolyn.L.Williams@lonestar.edu](mailto:Carolyn.L.Williams@lonestar.edu)>; Molina, Nancy <[Nancy.M.Molina@lonestar.edu](mailto:Nancy.M.Molina@lonestar.edu)>

**Subject:** RE: [DSO] Michael Moates - BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460) - Notification of Academic Support Services Fall 2021

Hello Mr. Moates,

Thank you for your email regarding your Faculty Notification Letter. We can update the "Dictionary Use" accommodation to be, "A standard electronic English dictionary is required for exams and quizzes, except when specific vocabulary is being assessed," but do you have an electronic dictionary, such as a Franklin speller? You also have the "No Spelling Reductions" accommodations that stipulates that scores cannot be reduced due to spelling errors except when specific course related vocabulary is essential to course objectives.

In regards to your "Extra Time 2.00x" accommodation, can you clarify what you mean by "labs that test knowledge?" Do you mean lab practicals? I want to make sure I understand the concern, so that it can be addressed accurately.

For the "Breaks" accommodation, you **do not** have to start over on an assignment, but time is not paused or stopped when breaks occur. However, you should be able to pick back up right where you left off before your break.

Use of the testing center is already included in your Extra Time accommodation however, we will not be adding information about remote proctoring or testing into the accommodations, as the need for remote proctoring is not a result of a disability, but rather the result of being a distance education student. Remote proctoring through the testing center is available to any distance education student and is not an accommodation.

With regard to your request regarding the "Medical Device" accommodation, in reviewing the information in your file, it doesn't appear that we have any information about your need for the device, in particular, that you must control it through your computer and that there isn't another option to do that. Please note that we are **not** removing this accommodation as it stands on your letter, but only needing additional information from your medical provider about your device and how it functions/is controlled, so that we can determine if there is a need to adjust or change the accommodation.

With regard to your statement about taking your exams "with every other student," I wanted to remind you that the document you put your comments on is the **Faculty** Notification Letter; therefore the statement, "Regarding testing accommodations, we suggest all details...be decided as early as possible..." is directed towards the faculty members as a reminder that they need to determine exam dates, times, etc. as early as possible (such as posting them on the syllabus). This allows students that need to use the testing centers to schedule their exams by the testing center deadlines. Testing center scheduling deadlines vary by campus and are typically 2-3 business days before the student is needing to take the exam. Because you have chosen to take classes at multiple campuses in the Fall, I would encourage you to touch base with the testing centers early so that you know how to schedule your exams with each campus' testing center. Each testing center's website is below and the contact information is on the website.

- Cy-Fair: <https://www.lonestar.edu/testing-cyfair.htm>
- Tomball: <https://www.lonestar.edu/testing-tomball.htm>
- University Park: <https://www.lonestar.edu/testing-up.htm>

As you are scheduled to take classes at Cy-Fair and Tomball in addition to University Park, I have included counselors from both campuses on this email for clarity and visibility.

Thank you,

Leslie Thomas  
 Disability Services Manager  
 Lone Star College – University Park  
 281.290.3738 (v)  
[Leslieann.Thomas@LoneStar.edu](mailto:Leslieann.Thomas@LoneStar.edu)

**From:** Michael Moates <[MOMOATES@my.lonestar.edu](mailto:MOMOATES@my.lonestar.edu)>  
**Sent:** Wednesday, August 4, 2021 4:40 PM  
**To:** Dillon, Stephanie <[Stephanie.G.Dillon@lonestar.edu](mailto:Stephanie.G.Dillon@lonestar.edu)>; Thomas, Leslieann <[Leslieann.Thomas@lonestar.edu](mailto:Leslieann.Thomas@lonestar.edu)>; LSC-VDAC <[LSC-VDAC@lonestar.edu](mailto:LSC-VDAC@lonestar.edu)>; Guevara, Alicia <[Alicia.Guevara@lonestar.edu](mailto:Alicia.Guevara@lonestar.edu)>  
**Cc:** Molina, Nancy <[Nancy.M.Molina@lonestar.edu](mailto:Nancy.M.Molina@lonestar.edu)>  
**Subject:** Fw: [DSO] Michael Moates - BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460) - Notification of Academic Support Services Fall 2021

Given our issues this current term... please see my edits in red below. I do not agree with these terms as they stand.

Nancy, cc'ing you to keep you in the loop.

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**From:** LoneStar - Disability Services Office (DSO) <noreply@augusta.accessiblelearning.com> on behalf of Leslieann Thomas <Leslieann.Thomas@lonestar.edu>  
**Sent:** Tuesday, August 3, 2021 5:29 PM  
**To:** Michael Moates <MMOATES@my.lonestar.edu>  
**Subject:** [DSO] Michael Moates - BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460) - Notification of Academic Support Services Fall 2021

<image001.jpg>

**Fall 2021 - BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460)**

Please be aware that Michael Moates has enrolled in BIOL 2420.5017 - MICROBIOLOGY- NON-SC (CRN: 12460).

This letter is to confirm that the student above is registered with Disability Services. The student's disability-related information, including affiliation with our office, is considered protected information under FERPA and should not be shared with anyone unless there is an educational need to know.

Disability Services has met with the student, reviewed the information provided, and determined these accommodation(s) to be reasonable and appropriate:

**1. Alternative Testing**

- ***Dictionary Use in Exam/Quizzes***  
A standard electronic (unless more time is to be added for having to search through a printed dictionary) English dictionary is required for exams and quizzes, except when specific vocabulary is being assessed.
- ***Extra Time 2.00x***  
Extended time of double time required for in-person and online exams and other timed assignments (i.e. quizzes) (labs that test knowledge) with the option of going to the Testing Center when taking in-person exams. May not apply to take home exams or other multi-day assignments.
- ***Occasional Short Breaks During Testing***  
Occasional short breaks may be needed during exams. Student is reminded to enter and leave rooms discreetly and without disruption to the class. (These breaks must not cost me time during the completion of said exams. I must be permitted to stop and to return without having to start over.)
- ***Testing Center Use***  
The student needs to test in the general room (or remotely via webex) of the Assessment/Testing Center for in-person (or remote exams) tests/exams. No extended time is granted. Extra time is granted see the second accommodation.

**2. Course Participation**

- ***Medical Device/Equipment***  
Student will have medical device/equipment (i.e. oxygen, insulin pump, etc.) with them during class and exams. These devices may occasionally make noise that the student

cannot control and may have some technological aspects to function properly.(Requires unrestricted access to my computer. Also, computer will not be recorded due to private information protected by HIPPA. As you stated above "The student's disability-related information, including affiliation with our office, is considered protected information under FERPA and should not be shared with anyone unless there is an educational need to know.")

- **No Spelling Reductions**

Do not reduce scores due to spelling errors, except when spelling of specific course-related vocabulary is essential to the course objectives (e.g., anatomical terms in an A&P Biology course). In such cases, spelling leniency should still be granted for non-course related vocabulary.

#### **Additional Notification(s) Regarding Student:**

1. **CF Online classes**

This Faculty Notification letter covers accommodations for both on-campus and online courses. If this is an online class, only accommodations relevant to online classes would be applied. (But if the accommodations can be applied in person they must be applied online. There can be no discrimination for being an online student.) If you have any questions, please contact the Disability Services Provider.

2. **ONLINE CLASSES - Alternative Testing**

Instructors, please be aware that Alternative Testing Accommodations options may include items that do not apply in the online environment.(All testing accommodations listed above are to be implemented and must be adhered to. There can be no discrimination for being an online student in a fully online class.) However, extended testing time does apply in the online environment. Please contact your campus DS Provider for questions.

3. **ONLINE CLASSES - Homework**

Online classes; for students receiving time extension on testing, this accommodation does not afford the student an extension on homework assignments or projects.

\*\* (If number 3 is to be applied we need to have a discussion on the term "testing" (quizzes, exams, labs, etc) (Also, I then request accommodations for regular classwork as well)

Lone Star College is committed to providing equitable access to all programs and courses for students with disabilities. (The language here does not feel that way. Accommodations should not apply to tests only, they could apply to all assignments. ADA does not just apply to tests. Students should not lose accommodations for electing to take classes online, they should gain them.) Your prompt response and implementation of the accommodations above will ensure that Lone Star College is following LSC policies, LSC Cultural Beliefs, and all required Federal Regulations.

Regarding testing accommodations, we suggest all details (e.g., exam length, start times, format changes, locations) be decided as early as possible, as campus testing centers have scheduling deadlines for most accommodation related testing needs. (In accordance with ADA, I will take these exams with every other student. While I am willing to plan these I am not willing to do it prior to seeing the class syllabus. As every other student is allowed to take the exams at their leisure, I expect the same. I shall not be penalized with extra restrictions for being a disabled student.)

Please contact Disability Services if you have any questions or concerns regarding the implementation or appropriateness of an accommodation in your course. Please visit our website for a list of campus contacts:<https://www.lonestar.edu/accessibility-services-resources.htm>

To view this notification in the Faculty Portal, log-in at:

<https://augusta.accessiblelearning.com/lonestar/instructor>

Stephanie Dillon, MHS, CRC, LPC  
Disability Services Counselor  
Lone Star College-CyFair  
281-290-3533  
281-290-5289 (fax)

Reference Code: 1

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**Michael Moates, RBT, CPI**

*Doctor of Education Student | Fielding Graduate University  
Master of Arts in Interdisciplinary Studies Student | Liberty University  
Senior Member, Civil Air Patrol, US Air Force Auxiliary  
State of Texas Commissioned Notary Public  
(817) 999-7534 | [mmoates@email.fielding.edu](mailto:mmoates@email.fielding.edu)*

***"Yesterday is not ours to recover but tomorrow is ours to win or lose." -  
President Lyndon B. Johnson***

**"When I was a baby child, good and bad was just a game, many years and many triumphs,  
they proved to me they not the same"**